# BANGALOREDEVELOPMENTAUTHORITY

## REQUESTFORPROPOSALS
## Two Cover Tender

**PROVIDING PROJECT MANAGEMENT CONSULTANT (PMC) FOR CONSTRUCTION OF FOOTBALL STADIUM IN BRUHAT BANGALORE MAHANAGARA PALIKE PLAY GROUND AREA AT AUSTIN TOWN, BANGALORE EAST TALUK, BANGALORE"**

**Office of the Executive Engineer**
**East Division**
**BangaloreDevelopmentAuthorityBengaluru.**

Executive Engineer,
East Division

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Executive Engineer,
East Division

**SECTIONI**

# BANGALOREDEVELOPMENTAUTHORITY

T.Chowdaiahroad, Kumara Park West, Bengaluru-560020

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No:BDA/EE/East/TEN/T- /2025-26

OfficeoftheExecutiveEngineer,
East Division , BDA

**INVITATIONFORTENDER(IFT)**
**(ShortTermTenderNotification)**
(Through**GOKe–ProcurementPortal**only)

1. The Executive Engineer, EAST Division, BDA, invites tenders on behalf of the commissioner, BDA, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualificationcriteria specified in Clause 3 of the Instructions to Tenderers to qualify foraward of the contract.
2. Tender documents may be downloaded from the e-procurement portal of the Government of Karnataka from 18/12/2025.
3. The Tender is Two Cover.
4. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days beyond the validity of the tender.
5. Tenders must be submitted online through e-procurement portal on or before 16:00 hours on 29/12/2025and the opening of tenders will be as per the e-procurement portal guidelines.
6. Other details can be seen in the tender documents.

| Sl. No. | NameoftheWork | EMD | Period |
|---|---|---|---|
| 1 | PROVIDING PROJECT MANAGEMENT CONSULTANT FOR(PMC) FOR CONSTRUCTION OF FOOTBALL STADIUM IN BRUHAT BANGALORE MAHANAGARA PALIKE PLAY GROUND AREA AT AUSTIN TOWN, BANGALORE EAST TALUK, BANGALORE | 30,000.00 | Till Completion 0f Project |

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**Calendar of Events**

| | | |
|---|---|---|
| a) | Availability of Tender Document form | 18th December 2025 onwards |
| b) | Last date for receiving queries | 23rd December 2025 upto 16.00 hrs |
| c) | Pre-Bid Meeting | 26th December 2025 onwards |
| d) | Last date of Bid Submission | 29h December 2025 upto 17.00 hrs |
| e) | Technical Bid Opening | 31st December 2025 upto 17.00 hrs |
| f) | Financial Bid Opening | Will be intimate |

**Note:**

1. NoJointVenture/Consortiumispermissible.Thevalidityoftenderis180daysfromthedateof opening of tender.
2. The Consultant should quote their consultancy charges in **Percentage.**
3. AspiringBidders/Consultantwhohavenotregisteredine-procurementshouldregisterbeforeparticipating through the website https://eproc.karnataka.gov.in
4. For details, registration and e-payment visit GOK e-Procurement website https://eproc.karnataka.gov.inor contact e-Procurement Helpdesk.
5. Beforesubmissionofonlinebids,biddersmustensurethatscannedcopiesofallthenecessary documents have been attached with bid.
6. AlltheinformationrequiredforBidsmustbefilledandsubmittedonlineonly.
7. Further details of the work can be obtained in the office of Executive Engineer, EAST Bengaluru development authority, Kumara park west, T.Chowdaiah Road Bengaluru-560 020on all workingdays between 10.00 A.M. & 5.30 p.m.

ExecutiveEngineer
EAST Division
BangaloreDevelopmentAuthorityBengaluru.

**Copyto:**

1. Hon'bleCommissionerforkindinformation.
2. Engineer–in–Chiefforkindinformation.
3. SuperintendingEngineerforkindinformation
4. CAO/ChiefAuditorforkindinformation.
5. I.T.AdvisorwithaRequesttopublishthesameintheBDAWebsite.
6. PublicRelationOfficer,BDAforinformationandtopublishintwoleadingNational Newspapers in Kannada and English.
7. Noticeboard&OfficeCopy.

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**SECTION2**

**INFORMATIONTOCONSULTANTS**

**1. Introduction**

1.1 The Employer named in the "Data Sheet" shall select a Firm among those who will submit the Proposals (Technical Proposal and Financial Proposal) for the Assignment mentioned in the Data Sheet, in accordance with the Method of Selection indicated in the Data Sheet.

1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for Consulting Services required for the Assignment named in the Data Sheet.

The Proposal will be the basis for Contract Negotiations and ultimately for a Signed Contract with The selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. WhentheAssignmentincludesseveralphases,thePerformanceoftheConsultantundereach PhasemustbetotheEmployer'sSatisfactionbeforeWorkbeginsonthenextphase.

1.4 The Consultants must familiarize themselves with local conditions and take those conditions intoaccount in preparing their Proposals.

**TheTechnicalProposalsofonlytheConsultantssatisfyingthefollowingQualificationCriteriawill be evaluated.**

a) The firm must have experience in the field of civil engineering consultancy for last 05 years providing project management and Consulting services for State/Central Government and their undertaking agencies.

b) Achieved at least in one financial year a minimum annual turnover (in all classes of Civil Engineering Consultation Works only)of**Rs.24.22Lakhs** in last Five years**.** Ins upport of this, the Consultant shall furnish the Audited Balance Sheets along with the Technical Proposal along with UDIN No.

c) Specific experience of the consultants related to the Assignment completed in last five years

A) PMC (Project management Consultancy) Services should have worked satisfactorily completed Stadium/Commercial Building of an any gov project not less than 6.05 crores and above.

B) General DPR and PMC Services should have workedsatisfactorily completed Stadium/Commercial Building of an any gov project not less than 50% of the project cost (Minimum 1 No).

d) Consultants must have Key professional required (as detailed in Terms of Reference) having experience in construction supervision of works to be deployed exclusively for this consultancy contract. The employer or competent authority shall furnish the CVs of the personnel and the availability of the personnel for the project till completion of the assignment.

e) Consultants Must Have ( **OWNor MOU) NABL/NACC accreditationLab should have Min 75 parameters of Building material testing scope of accreditation, compulsory Steel testing parameters Must** having NABL/ NAAC with inBangalore only.

f) Consultant should have **ESIC & EPF Registration certificates with last 6months paid challan.**

g) Notarized copy of the Certificate of Registration of the Firm /Company.

h) ConsultantshouldprovidewithlatestValid**GSTcertificate**shouldbesubmittedasproof.

i) ConsultantshouldhaveMSME, Form C, Sports association of India (SAI) andshouldberunningoffice from past 5 years. Proof of certificate should be submitted.

**j)** JointTendersarenotallowed.

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* Note: FinancialTurnover values of last three years shall be given a weight of 10% per year tobring them to the price level of the financial Year in which the tenders are invited (2025-26). Forthe Financial year 2024-25 if audited statement is not available turnover certificate based on GST returns with valid UDIN number can be uploaded.

**TheofferoftheConsultant,whodoesnotqualifyfortheabovepre-qualificationnorms,willnotbe considered for further evaluation.**

To obtain first-hand information on the Assignment and on the Local Conditions, Consultants are encouraged to pay a visit to the Employer before submitting a proposal and to attend a Pre ProposalConferenceifoneisspecifiedintheData Sheet. AttendingthePreProposalConference is optional. The Consultants' Representatives should contact the Officials named in the Data Sheet to arrange for their visit or to obtain Additional Information on the Pre Proposal Conference. Consultants should ensure that these Officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Employer shall provide the Inputs specified in the Data Sheet, assist the Firm in obtaining Licenses and Permits needed to carry out the Services and make available relevant Project Dataand Reports.

1.6 Pleasenotethat(i)theCostsofPreparingtheProposalandofNegotiatingthe Contract, including a visit to the Employer, are not reimbursable as a Direct Cost of the Assignment; and (ii) the Employer is not bound to accept any of the Proposals submitted.

1.7 The Executive Engineer, EAST Division, BDA expects the Consultant to provide Professional, Objective and Impartial Advice and at all-time hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflicts with other Assignments or his own CorporateInterests.TheConsultantshallnotbehiredforanyAssignmentthatwouldbein

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conflict with his prior or current Obligations to other Employers, or that may place him in aposition of not being able to carry out the assignment in the best interest of the Employer.

1.7.1 Without limitation on the generality of this rule, the Consultant shall not be hired under the circumstances set forth below.

a. A Firm which has been engaged by the Employer to provide goods or works for a project, and any ofits affiliates, shall be disqualified from providing Consulting Services for the same project. Conversely, Firm hired to provide consulting services for the preparation or implementation of a project, and any of his affiliates, shall be disqualified from subsequently providing goods or worksor services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultants.

1.7.2 As pointed out in para 1.7.1 (a) above, the Consultant may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the Factors used for the Selection of the Consultant shall take the likelihood of continuation into account. It shall be the exclusive decision of the Employer whether or not to have the extended assignment carried out, and if it is carried out, which Consultant shall be hired for the purpose.

1.8 It is BDA's Policy to require that Consultants observe the highest standard of ethics during the execution of such Contracts. In pursuance of this Policy, the BDA

a. Defines,forthePurposesofthisProvision,theTermsset forthbelowasfollows.

i. "CorruptPractice"meanstheoffering,giving,receiving,orsolicitingofanythingofvalue to influence the action of a public official in the selection process or in contract execution and

ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BDA and includes collusive practices among Consultants (Prior to or after submission of proposals) designed toestablish prices at artificial, non-competitive levels and to deprive BDA of the benefits of free and open competition.

b. will reject a Proposal for Award if it determines that the Firm recommended for Award has engaged in Corrupt or Fraudulent Activities in competing for the Contract in question;

c. will declare a Firm ineligible, either indefinitely or for a stated period oftime, to be awarded GOK Financed Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK Financed Contract and

1.9 TheConsultantshallnotbeunderaDeclarationofIneligibilityforCorruptandFraudulent Practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10 The Consultant shall be aware of the Provisions on Fraud and Corruption stated in the Standard Contract under the Clauses indicated in the Data Sheet.

## 2. ClarificationandAmendmentofRFPDocuments

2.1 The Consultant may request a Clarification of any Item of the RFP Document up to the number of daysindicatedintheDataSheetbeforetheProposalSubmissionDate.Anyrequestfor clarification must be sent through e – Procurement Website. Employer's Response will bedisplayed in the e – Procurement Website including a Description of the Query but without identifying its Source.

2.2 At any time before the Submission of Proposals, the Employer may, for any reason, whether at its own initiative or in response to a Clarification requested by a Prospective Firm, modify the RFP Document by Amendment. Any Amendment shall be issued in writing through Addenda. Addenda shallbedisplayedinthee–ProcurementWebsite.TheEmployermayatitsowndiscretion extend the Deadline for the Submission of Proposal.

## 3. PreparationofProposal

3.1 The Consultants are requested to submit their Proposals (sub para 1.2) written in the Language(s) specified in the Data Sheet.

**TechnicalProposal**

3.2 While preparing the Technical Proposal, the Consultants are expected to examine the Documents comprising this RFP in detail. Material Deficiencies in providing the Information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, the Consultants shall give particular attention to the following.

i. NojointVenturesareallowed.
ii. For Assignments on a Staff – Time Basis, the estimated number of Key Professional Staff – Months is given in the Data Sheet.The Proposal shall, however, be based on the Number ofKey Professional Staff – Months estimated by the Firm.
iii. It is desirable that the Majority of the Key Professional Staff proposed be PermanentEmployees of the Firm or has an extended and stable working relation with it.
iv. Proposed Key Professional Staff shall at a minimum have the Experience indicated in the Data Sheet.
v. AlternativeKeyProfessional Staffshall notbe proposed,and only one Curriculum Vita (CV) may be submitted for each position.
vi. Reports to be furnished by the Consultants as part of this Assignment must be in the Language(s) specified in the Data Sheet. It is desirablethat the Firm's Personnel have aWorking Knowledge of the Employer's Official Language.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (**Section 3**).

i. A BriefDescription ofthe Consultant's Organization and an Outline ofthe RecentExperience on Assignments (**Section 3B**) of a similar nature. For each Assignment, the outline shallindicate, inter alia, the Profiles and Names of the Staff provided, Duration of the Assignment, Contract Amount and Firm's Involvement.
ii. Any Comments or Suggestions on the Terms of Reference and on the Data, a List of Servicesand Facilities to be provided by the Employer (**Section 3C**).
iii. ADescriptionoftheMethodologyandWorkPlanforPerformingtheAssignment(**Section3D**).
iv. The List of the proposed Staff Team, the Tasks that would be assigned to each Staff Team Member, and their Timing (**Section 3E**).
v. CVsrecentlysignedbytheproposedKeyProfessionalStaffsandtheAuthorized Representative submitting the Proposal (**Section 3F**). Key Information shall include number of years working for the Firm / Entity, and Degree of Responsibility held in various Assignments during the last ten years.
vi. EstimatesoftheTotalStaffEffort(ProfessionalandSupportStaff,StaffTime)shallbe provided to carry out the Assignment, supported by Bar Chart Diagrams showing the time proposed for each Key Professional Staff Team Member (**Sections 3E and 3G**).
vii. ADetailedDescriptionoftheProposedMethodology,Staffing,Monitoring,Training,ifthe Data Sheet specifies Training as a Major Component of the Assignment.
viii. AnyAdditionalInformationrequestedintheDataSheet.

TheTechnicalProposalshallnotincludeanyFinancialInformation.

**FinancialProposal**

3.5 In preparing the Financial Proposal, consultants are expected to take into account therequirementsandconditionsoftheRFPdocuments.TheFinancialProposalshouldfollow StandardForms(Section4).Itlistsallcostsassociatedwiththe Assignment,including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), Transportation (national and local, for mobilization and demobilization), services and equipment (Vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of Documents, Cost surveys, if it is a major component of the assignment

3.6 The Consultant should quote their total **Percentage** offer in e-procurement portal for all the services Sought by the department in the Terms of Reference, **excluding the GST**. Department will pay the Service tax/GST as per the prevailing rates. The breakup of cost shall be uploaded in the financial BidforallitemsoftheRFP.Consultantshallexpressthepriceoftheirservicesin**Percentage**.

3.7 The Data Sheet indicates how long the Proposals must remain valid after the Submission Date. During this period, the Consultant is expected to keep available the Key Professional Staff Proposed for the Assignment. The Employer shall make its best effort to complete Negotiations Within this period. If the Employer wishes to extend the Validity Period of the Proposals, the Consultants who do not agree have the right not to extend the Validity of their Proposals.

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East Division

## 4. Submission,ReceiptandOpeningofProposals

4.1 The Electronic Tendering System for the Assignment comprises of (i) Technical Proposal and (ii) FinancialProposal.TheProposalsmustbeelectronically submitted(onlinethrough Internet) within the Date and Time published in e – Procurement Portal.

4.2 The Proposals shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

4.3 Each Page uploaded pertaining to the Consultant's Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. shall be duly signed and sealed by the Consultant or a Person or Persons duly authorised to sign on behalf of the Consultant. Such Authorisation shall be indicated Bya Written Power – of – Attorney accompanying the Proposal. The Corrections, if any, shall be Made by striking of and shall be initialled with date.

4.4 NoPhysicalDocumentsshallbeconsidered.AlltheParticipantsshallproducealltheOriginal Documents for Verification whenever necessary.

4.5 AnyConsultancyFirm/CompanytryingtosubmittheProposalafterDeadlinewillnotbe accepted in the e – Procurement.

4.6 Financial Proposals will not be opened until Technical Evaluation has been completed and the Resultapproved and notified to all Consultants.

4.7 **EarnestMoneyDeposit**

4.7.1 The Consultant shall furnish, as part of his Proposal, Earnest Money Deposit (EMD) in the amountas specified in the e – Procurement Portal along with the Technical Proposal using any of the following modes.

- CreditCard.
- DirectDebit.
- NationalElectronicFundTransfer(NEFT).
- OvertheCounter(OTC).

4.7.2 EMD Amount shall be submitted by the Consultants taking into account of the followingConditions.

a. EMD will be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded.

b. TheConsultant'sProposalwillbeevaluatedonlyonConfirmationofReceiptofthePayment of EMD as indicated in Sub Clauses 4.7.1, 4.7.2 a.

4.7.3 AnyProposalnotaccompaniedbyanacceptableEMDasindicatedinSubClause4.7.1and4.7.2 above shall be rejected by the Employer as Non Responsive.

4.7.4 TheEarnestMoneyDepositoftheUnsuccessfulConsultantswillbereturnedwithin45daysof the end of the Proposal Validity Period as specified in the Data Sheet.

4.7.5 TheEarnestMoneyDepositoftheSuccessfulConsultantwillbedischargedonlywhenthe Consultant has signed the Agreement and furnished the required Performance Security.

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4.7.6 TheEarnestMoneyDepositmaybeforfeited

a. IftheConsultantwithdrawstheProposalafterProposalOpeningduringthePeriodofProposal Validity;

b. IftheConsultantdoesnotacceptCorrectionofthePrice,pursuanttoClause5.6;or

c. Inthecase ofasuccessfulConsultant,iftheConsultantfailswithinthespecifiedtimelimitto

i. SigntheAgreement;or

ii. FurnishtherequiredPerformanceSecurity.

4.8 The Last Date and Time including Hours, Minutes and Seconds for Submission of the Proposal willbe mentioned inthePortal.TheProposalwilldisappearautomaticallyimmediatelyaftertheTimeof Submissioniselapsed.

4.9 ConsultantmaymodifyContentsoftheirTechnicalProposalorFinancialProposalbeforethe Deadline for Proposal Submission mentioned in the Portal.

4.10 Consultant may withdraw their Proposals by cancelling his Proposal on the Portal only before theDeadline for Proposal Submission mentioned in the Portal.

4.11 NoProposalmaybemodifiedandwithdrawnaftertheDeadlineforSubmissionofProposal.

**5. ProposalEvaluationGeneral**

5.1 From the time the Proposals are opened to the time the Contract is awarded, if any Consultant wishestocontact theEmployeronany matterrelatedtoits Proposal,itshalldosoinwritingat the Address indicated in the Data Sheet. Any effort by the Firm to influence the Employer in the Employer's Proposal Evaluation, Proposal Comparison or Contract Award Decisions may result in the Rejection of the Consultant's proposal.

5.2 Evaluators of Technical Proposal shall have no access to the Financial Proposal until the Technical Evaluation, including its Approval by the Competent Authority is obtained.

**EvaluationofTechnicalProposals**

5.3 The Evaluation Committee appointed by the Employer as a whole and each of its members individually evaluates the Proposals on the Basis of their Responsiveness to the Terms of Reference, applying the Evaluation Criteria, Sub Criteria (typically not more than three per criteria) and Point System specified in the Data Sheet. Each Responsive Proposal shall be givena Technical Score (TS). A Proposal shall be rejected at this stage if it does not respond to Important Aspects of the Terms of Reference or if it fails to achieve the minimum Technical Score indicated in the Data Sheet.

**PublicOpeningandEvaluationofFinancialProposals,Ranking**

5.4 AftertheEvaluationofalltheTechnicalProposalsarecompleted,theEmployershalldisplayin thee – Procurement Website the Name of those Consultants whose Proposals did not meet the minimumQualifyingMarkorwereconsideredNonResponsivetotheRFPandTermsof Reference, indicating that their Financial Proposals shall not be opened. The Employer shall simultaneously display in the e – Procurement Website the Names of the Consultants that have secured the minimum Qualifying Mark.

5.5 The Financial Proposalshall beopened publiclyinthe presenceof the Consultants' Representatives who choose to attend. The Name of the Consultant, the Technical Scores and the proposed Prices shall be read aloud and recorded when the Financial Proposals are opened. The Employer shall prepare Minutes of the Public Opening.

5.6 The Evaluation Committee will determine whether the Financial Proposals are complete, (i.e. whether they have costed all Items of the corresponding Technical Proposals, if not, the Employer will cost them and add their cost to the initial price), correct any Computational Errors.

5.7 TheEmployerwillselecttheLowestProposal('evaluated'price)amongthosethathavepassed the Minimum Technical Score. The selected Consultant shall be invited for Negotiations.

**6. Negotiations**

6.1 Negotiations will be held at the Address indicated in the Data Sheet. The aim is to reach an Agreement on all Points and sign a Contract.

6.2 NegotiationswillincludeaDiscussionoftheTechnicalProposal,theProposedMethodology (Work Plan), Staffing and any Suggestions made by the Firm to improve the Terms of Reference.The Employer and Consultant will then work out Final Term of Reference, Staffing and Bar Charts indicating Activities, Staff, and Periods in the Field and in the Home Office, Staff Months, Logistics, and Reporting. The Agreed Work Plan and Final Terms of Reference shall then be incorporated in the "Description of Services" and form part of the Contract. Special Attention shall be paid to get the most the Consultant can offer within the available budget and to clearly defining the Inputs required from the Employer to ensure satisfactory implementation of the Assignment.

6.3 Unless there are Exceptional Reasons, the Financial Negotiations shall involve neither the Remuneration Rates for Staff (no Breakdown of Fee) nor other Proposed Unit Rates.

6.4 HavingselectedtheConsultantonthebasisof,amongotherthings,anEvaluationofProposed Key Professional Staff, the Employer expects to negotiate a Contract on the basis of the Experts named in the Proposal. Before Contract Negotiations, the Employer shall require Controls that the Experts shall be actually available. The Employer shall not consider Substitutions during Contract Negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the Objectives of theAssignment. If this is not the case and if it is established that Key Staff offered in the Proposal was without confirming their availability, the Consultant may be disqualified.

6.5 The Negotiation will conclude with a Review of the Draft Form of the Contract. To complete Negotiation, the Employer and the Consultant shall initial the Agreed Contract. If Negotiations fail and if it is concluded that a Contract with Reasonable Terms cannot be concluded with this Consultant, the Employer shall invite the Firm who has quoted the Second Lowest Price for Negotiations. The Process shall be repeated till an Agreed Contract is concluded.

**7. AwardofContract**

7.1 The Contract will be awarded following Negotiations. After Negotiations are completed, the Employer will promptly notify other Consultants on the shortlist that they were unsuccessful and returntheFinancialProposalsofthoseConsultantswhodidnotpasstheTechnicalEvaluation (sub para 5.3).

7.2 TheConsultantisexpected to commence theAssignmenton the DateandattheLocation specified in the Data Sheet.

**8. Confidentiality**

8.1 InformationrelatedtoEvaluationofProposalsandRecommendationsconcerningAwardsshall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the Process, until the successful Consultant has been notified that it has been awarded the Contract.

**8.PerformanceSecurity/SecurityDeposit–5% of the work contract.**

**10. ConflictofInterest**

ConflictofInterestforaConsultantisdefinedas

10.1 The Team Members of the Consultant should not have been employed (as an Employee) by anyCityorStateLevelGovernmentAgencyduringthe last5 yearsprecedingthisContractin Karnataka.

10.2 Any Consultant black listed or debarred by the Government of India / any State government / any other Organisations would not be eligible for Appointment as Consultant.

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**DATASHEET**

**INFORMATIONTOCONSULTANTS**

**Clause**
**Reference**

1.1 TheName oftheEmployer:**TheExecutiveEngineer**
**East Division**
**BangaloreDevelopmentAuthority**

TheMethodofSelection: LeastCostSelection.**(LCS)**.

1.2 ATechnicalProposalandaFinancialProposalarerequested:**Yes**.

## The Name, ObjectivesandDescriptionofthe Assignment are:

ProvidingProjectManagementConsultant (PMC) for construction of football stadium in bruhatbangaloremahanagarapalikeplay ground area at austin town, bangalore east taluk, Bangalore.

1.3 TheAssignmentisphased:**No**.

1.4 APreProposalConferencewillbeheld:**No**.

TheName(s),Address(es)andTelephoneNo.(s)oftheEmployer'sOfficial(s)are:

**ExecutiveEngineer**
**EAST Division**
**Bangalore Development Authority**
**Nagarabhibriddhi Bhavan, 22, 17th "F" Cross, Old Madras Rd,**
**Near BMTC Bus Depot, Indiranagar, Bengaluru,**
**Karnataka 560008**
**Phone:**

1.5 TheEmployershallprovidethefollowingInputs:**DetailedProjectReport, Approved Drawings and Agreemententered between the BDA and the Contractor**.

1.7.2 TheEmployerenvisagestheneedforcontinuityforanyDownstreamWork:**No**.

1.10 TheClausesonFraudandCorruptioninthe Contract are**SubClause2.7.1 ofGeneralConditions of Contract**.

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2.1 Clarificationsmayberequestedupto**onedayspriortoPre-Proposalconferencebeforethe submission date through e – Procurement Website only**.

3.1ProposalsshouldbesubmittedinthefollowingLanguage(s):**English**.

3.3 i. Deleted.

ii. The Estimated Number of Key Professional Staff Months required for the Assignment is **to befurnished by consultant based on the Scope of Work**.

iv. TheMinimumRequiredExperienceofProposedKeyProfessionalStaffis:

- TeamLeadercumPlanningEngineer:CivilEngineeringGraduatewith10yearsof experience in Similar Field.
- QualityControlEngineer:5years'ExperienceinSimilarFieldwithGraduationinCivilEngineering.
- SiteEngineer:5years'ExperienceinSimilarFieldwithGraduation/DiplomainCivil Engineering.

vi.Reportswhicharepartofthe Assignmentmustbewrittenin:**English**.

3.4 vii.TrainingisanimportantFeatureofthisAssignment:**No**.

viii.AdditionalInformationintheTechnicalProposalincludes:**Nil**.

3.10 Proposalsmustremainvalid**90**DaysaftertheProposalSubmissionDate.

The Address to send Information to the Employer: Executive Engineer, EastDivision , Bangalore Development Authority , HSR Layout BDA Complex , Bengaluru -560102.

6.1

5.3 TheNumbersofPointstobegivenundereachoftheEvaluationCriteriaare:

| | | |
|---|---|---|
| i. | SpecificExperienceoftheConsultantrelatedtotheAssignment OfSimilarNatureinlast5years General civil engineering Experience in Commercial Building Project | 30points |
| ii. | NABLlaboratorycertificate having 75 Parameters (Own or MOU) | 10points |
| iii. | Form c. ESI, EPF, MSME, Sports Association of India (SAI), Registration Certificates. | 10points |
| iv. | Methodology,TaskAssignment,ManningSchedule,WorkPlan | 20 Points |

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v. QualificationandRelevantExperienceoftheKeyProfessional StaffforthеAssignment 30 Points

**Total100points**

*TheNumbersofPointstobegivenforQualificationsandCompetenceoftheKeyProfessional Staffs for the Assignment are*

**Points**

i. GeneralQualification **10**

- EducationalQualification
- ExperienceinCivilConsultancyField
- ExperienceinBuildings.

ii. AdequacyfortheProject **20**

- Experience in Project Management Consultancy for Buildings

**Total** **30**

TheminimumTechnicalScorerequiredpassing:**75Points**

6.1TheAddressforNegotiationsis:The Address to send Information to the Employer: Executive Engineer, EastDivision , Bangalore Development Authority , HSR Layout BDA Complex , Bengaluru - 560102.

7.2TheAssignmentisexpectedtocommence**immediatelyatProjectLocation**.

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## SECTION3

### TECHNICALPROPOSAL–STANDARDFORMS

3A. Technical Proposal Submission Form.

3B. Consultant's References.

3C. Commentsand Suggestionson the TermsofReference andon Data,Servicesand Facilitiesto be provided by the Employer.

3D. Description of the Methodology and Work Plan for Performing the Assignment.

3E. Team Composition and Task Assignments.

3F. Format of Curriculum Vitae of Proposed Key Professional Staff.

3G. Time Schedule for Professional Personnel.

3H. Activity(Work)Schedule.

Executive Engineer,
East Division

**3A.TECHNICALPROPOSALSUBMISSIONFORM**

[Location,Date]

From:(NameofConsultant) To:(NameandAddressofEmployer)

_____ _____

_____ _____

_____ _____

DearSir

Subject: "NameoftheWork**–TechnicalProposalreg."**

We,theundersigned,offertoprovidetheConsultingServicesfortheaboveWorkinaccordancewith yourRequestforProposaldated[*Date*],andourProposal.WeareherebysubmittingourProposals, which include this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the Period of Validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the Proposed Staff. Our Proposal is binding upon us and subject to the Modifications resulting from Contract Negotiations.

WeunderstandyouarenotboundtoacceptanyProposalyoureceive.

Yourssincerely

AuthorizedSignature:
Name and Title of Signatory:
Name of Consultant:
Address:

Executive Engineer,
East Division

## 3B.CONSULTANT'SREFERENCES

**Relevant Services carried out in the Last Five Years**
**That best illustrate Qualifications**

UsingtheFormatbelow,provideInformationoneachReferenceAssignmentforwhichyourFirm/ Entity, either individually as a Corporate Entity or as one of the Major Companies within an Association, was legally contracted.

<table>
<tr><td colspan="2">AssignmentName:</td><td>Country:</td></tr>
<tr><td colspan="2">LocationwithinCountry:</td><td>KeyProfessionalStaffprovidedby Your Firm / Entity (profiles):</td></tr>
<tr><td colspan="2">Name ofEmployer:</td><td>No.ofStaff:</td></tr>
<tr><td colspan="2">Address:</td><td>No.ofStaffMonths,Durationof Assignment:</td></tr>
<tr><td>StartDate(Month/Year):</td><td>Completion Date (Month / Year):</td><td>Approx.ValueofServices(Rs.):</td></tr>
<tr><td colspan="2">Name ofAssociatedConsultants,ifany:</td><td>No. of Months of Key Professional Staffs provided by Associated Consultants:</td></tr>
<tr><td colspan="3">NameofSeniorStaff(ProjectDirector/Coordinator,TeamLeader)involvedandFunctions performed:</td></tr>
<tr><td colspan="3">NarrativeDescriptionofProject:</td></tr>
<tr><td colspan="3">DescriptionofActualServicesProvidedbyYourStaff:</td></tr>
</table>

Consultant's Name: _____

Executive Engineer,
East Division

**Outlineoftherecentexperienceonassignmentsofsimilarnatureofwork:**

| SlNo | Name of assignment | Nameof project | Cost of theproject | Client | Cost of assignment | Date of commencement | Date of completion | Was assignment satisfactorilycompleted | Was this opened to traffic | Certificate duly certified by the Competent Authority of Rank not below theExecutiveEngineerenclosed or not |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

**3C.COMMENTSANDSUGGESTIONSOFCONSULTANTSONTHETERMSOFREFERENCEANDONDATA,SERVICES, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER**

On the Terms of Reference1.

2.

3.

4.

5.

On the Data, Services and Facilities to be provided by the Employer1.

2.

3.

4.

5.

Consultant's Name: _____

**3D.DESCRIPTIONOFTHEMETHODOLOGYANDWORKPLANFORPERFOMINGTHEASSIGNMENT**

Consultant's Name: _____

## 3E.TEAMCOMPOSITIONANDTASKASSIGNMENTS

1. **Technical/ManagerialStaff**

| Sl.No. | Name | Position | Task |
|---|---|---|---|
| 1.<br>2.<br>3.<br>4.<br>..<br>.. | | | |

2. **SupportStaff**

| Sl.No. | Name | Position | Task |
|---|---|---|---|
| 1.<br>2.<br>3.<br>4.<br>..<br>.. | | | |

Consultant's Name: _____

**3F.FORMATOFCURRICULUMVITAE(CV)FORPROPOSEDKEYPROFESSIONALSTAFF**

Proposed Position: ……..
Name of the Consultant: ……
Name of Staff: ……..
Profession: ……..
Date of Birth: ……
Years with Firm / Entity: …… Nationality: ……
Membership in Professional Societies: ……
Detailed Tasks Assigned: ……..

**KeyQualifications:**

[GiveanOutline ofStaffMember's ExperienceandTrainingmostpertinentto Taskson Assignment. Describe Degree of Responsibility held by Staff Member on Relevant Previous Assignments and give Dates and Locations.Use about half a page.]

**Education:**

[Summarize College / University and other Specialized Education of Staff member giving names of Schools,Dates attended, and Degrees obtained. Use about one quarter of a page.]

**EmploymentRecord:**

[Starting with Present Position, list in reverse order every employment held. List all Positions held by Staff Member since Graduation, giving Dates, Names of Employing Organizations, Titles of Positions held, and Locations of Assignments. For experience in last five years, also give Types of Activities performed and Employer References, where appropriate. Use about two pages.]

**Languages:**

[ForeachLanguageindicateProficiency:Excellent,Good,Fair,orPoor,inSpeaking,ReadingandWriting.]

**Certification:**

I,theundersigned,certifythattothebestofmyknowledgeandbelief,theseDatacorrectlydescribeme, my qualifications, and my experience.

_____

[SignatureofStaffMemberandauthorizedRepresentativeoftheConsultant]

**Date:**Day/Month/Year

Full Name of Staff Member: ……Full

Name of Authorized Representative: ……

Consultant's Name: _____

**3G.TIMESCHEDULEFORPROFFESSIONAL PERSONNEL**

| Sl. No. | Name | Position | ReportsDue/ Activities | Months(intheform ofaBarChart)* | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | NumberofMonths |
| 1. | | | | | | | | | | | | | | | | Subtotal(1) |
| 2. | | | | | | | | | | | | | | | | Subtotal(2) |
| 3. | | | | | | | | | | | | | | | | Subtotal(3) |
| 4. | | | | | | | | | | | | | | | | Subtotal(4) |

Full time: _____ Part time: _____

Reports Due:_____

Activities Duration: _____

Signature: _____

* The Schedule should be for the Period of Completion of Assignment (AuthorizedRepresentative)

FullName: _____

Title: _____

Address:

Tenderer

EASTDivision,BDA

**3H.ACTIVITY(WORKS)SCHEDULE**

**A. FieldInvestigationandStudyItems**:

| | | **Monthwise Program(informofBarChart)[++]** [***1st, 2nd,etc.are fromtheStartof Assignment***] | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sl. No. | ItemofActivity(Work) | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 12th |
| | …… | | | | | | | | | | | | |
| | …… | | | | | | | | | | | | |
| | …… | | | | | | | | | | | | |
| | …… | | | | | | | | | | | | |
| | …… | | | | | | | | | | | | |

[++]TheProgram shouldbePeriod of Completionof Assignment.

**B. CompletionandSubmissionofReports**

| Reports[*] | Programme:(Date) |
|---|---|
| 1. InceptionReport | |
| 2. InterimProgressReport<br>• Fortnight Report<br>• MonthlyReport | |
| 3. Draft Report | |
| 4. FinalCompletionReport | |

[*]**Modify asrequiredfortheAssignment**

Tenderer

EASTDivision,BDA

**SECTION 4**

**FINANCIAL PROPOSAL–STANDARDFORMS**

4A.FinancialProposalSubmissionForm 4B.

Summary of Costs

4C.BreakdownofCosts

**4A.FINANCIALPROPOSALSUBMISSIONFORM**

[Location,Date]

From:(NameofConsultant)

To:(NameandAddressofEmployer)

_____
_____
_____
_____

DearSir

Subject:NameoftheWork:……FinancialProposalreg.

We, the undersigned, offer to provide the Consulting Services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in Words and Figures*].

Our Financial Proposal shall be binding upon us subject to the Modifications resulting from Contract Negotiations, up to expiration of the Validity Period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award to us, in executing) the above Contract, we will strictly observe the Laws against Fraud and Corruption in force in India namely "Prevention of Corruption Act 1988".

Weunderstandyou arenotboundtoacceptanyProposalyoureceive.

Yourssincerely

AuthorizedSignature:
NameandTitleofSignatory:
Name of the Consultant:
Address:

**4B.SUMMARYOF COSTS**

| Sl. No. | Description[@] | Amount(Rupees) |
|---|---|---|
| 1. | RemunerationforKeyProfessionalStaff | |
| 2. | SupportingStaff | |
| 3. | Transportation | |
| 4. | DutyTraveltoSite | |
| 5. | OfficeRent | |
| 6. | Office Supplies, Utilities and Communication | |
| 7. | OfficeFurniture andEquipment | |
| 8. | ReportsandDocument Printing | |
| 9. | Surveys | |
| | **Total Cost** | |
| | | |
| | **TotalCost(ExcludingServiceTax)** | |

**Note:The Ceiling Cost of the Consultancy is as shown in the Summary of Costs. Paymentswill bemadeas perStipulations oftheSpecial Conditions ofContract.The Break-upof Cost as given in Format 4C is to facilitate Assessment of Reasonableness of Costs and conducting Negotiations in accordance with Clause 6 of the Information toConsultants.**

[@]ModifytheItemsasappropriatefortheConsultancyAssignment.

**4C.BREAKDOWNOFCOSTS(Rs.)**

## I. REMUNERATIONFORSTAFF

| Sl. No. | Position | Name | Rate*(Rs.) | SM | Amount (Rs.) |
|---|---|---|---|---|---|
| | **KeyProfessional Staff** | | | | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| | **SubTotal** | | | | |
| | **SubKey Professional Staff** | | | | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| | **SubTotal** | | | | |
| | **Total** | | | | |

*SM–StaffMonth*

## II. REMUNERATIONFOR SUPPORTSTAFF

| Sl. No. | Position | Name | Rate*(Rs.) | SM | Amount (Rs.) |
|---|---|---|---|---|---|
| 1.<br>2.<br>3.<br>4. | | | | | |
| | | | | **Total** | |

*SM–StaffMonth*

* ProvidetheBreakupoftheRatestoshow theBasicSalary,SocialCostsand Overhead.

**III. Transportation(Reimbursable)#** Total:

**IV. DutyTraveltoSite(Reimbursable)#** Total:

**V. OfficeRent(Reimbursable)[#]** Total:

[#]PrepareDetails asAppropriatefor theConsultancyAssignment.

**VI. OfficeSupplies, UtilitiesandCommunication (Reimbursable)**

| Sl. No. | Item[*] | Months | MonthlyRate(Rs.) | Amount(Rs.) |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

**Total** ----------

* PrepareDetailsasAppropriatefortheConsultancy Assignment.

**VII. OfficeFurnitureand Equipment(Reimbursable)**

| Sl. No. | Description[*] | Unit | Quantity | Rate(Rs.) | Amount(Rs.) |
|---|---|---|---|---|---|
| | **OfficeFurniture(Purchase)** | | | | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| | **OfficeEquipment (Purchase)** | | | | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| | | | | **Total** | |

* PrepareDetailsasAppropriatefortheConsultancy Assignment.

**VIII. ReportsandDocumentPrinting**

| Sl. No. | Description* | Number | No. ofCopies | RateperCopy(Rs.) | Amount (Rs.) |
|---|---|---|---|---|---|
| 1.<br>2.<br>3.<br>4.<br>5. | | | | | |
| | | | | **Total** | |

**IX. TopographicalSurveys(ifany)***

* PrepareDetailsasAppropriatefortheConsultancy Assignment.

**SECTION 5**
**TERMSOFREFERENCE (TOR)**

**5.1 Background**

TheProject.....
.....
.....

ThesebeingtheBackground,theBangaloreDevelopmentAuthorityhasproposedto develop Buildings .....

**5.2 Objectives**

ThemainObjectivesofthisAssignmentare

a. TomonitorPhysicalProgressofthe WorkstobecompletedinScheduledTimeFrame.
b. ToberesponsibleforQualityControl bothforMaterials and Workmanshipand day– to – day Supervision of each Activity.
c. To deploy the Professional and Subordinates as per the Need of Assignment for day– to – daySupervision of the Works.
d. To obtain Independent and Objective Assessment of the Technical Quality of all ConstructionWorks to be completed and to assure that the Works are constructed with Construction Materials as per Standards and Norms.
e. To verify the Methodology, Workmanship and Quality of various Materials / Elements / Product of the Works.
f. To point out if there are any Discrepancies / Errors / Omissions and give Suggestions and Remedial Measures.

**5.3 BroadScopeofWorkofProjectManagementConsultant**

TheConsultant'sScopeofServicesshallconsistofthefollowing.

**5.3.1 ProjectManagementStage**

a. The Project Management Consultant shall perform all the Duties, Liabilities, Functions andObligationsaslaid down withReasonableSkill, Care andDiligence and also ensure that the Works are executed at Site strictly as per the Approval granted by the Employer / Govt. of Karnataka / concerned Local Authorities and as per the Terms and Conditions of the Contract Agreement entered between the Employer andtheRespectiveContractors, withinthegiven TimeFrame and Budget Provisions.
b. The Project Management Consultant will be required, during the Construction Phase to provide the Field Supervision and sufficient Technical Assistance (Staff) to keep check on Quality Control of the Work at Site on daily basis. For this purpose, the Project Management Consultant shall have to post their Engineer – in – Charge atthe Site of Work and provide the agreed necessary and adequate Technical Staff for Supervision and exercising Adequate and Constant Day to Day Technical Supervision over the Construction including giving Layout and Alignment, its Checking, Checking

Requirements of Materials and Equipment and their Procurement in time, conforming to Approved Specifications and Accepted Standards.

e. **The Scope under this Phase of the Assignment shall include, inter alias, the following**.

i. Complete Day to Day Supervision of the Corridor Improvement Works Development Works ensuring Quality Control in accordance with the Tender Stipulations, Specifications, Drawings and Site Conditions. The Quality Control shall be exercised at all Stages of Construction, viz., Approval of Materials, InspectionofEquipment,Usagethereof inproper ProportionsandWorkmanship at all Stages of Execution of each Items of Work.

ii. Consultants should contain Civil Laboratory and conduct the required Necessary tests and provide Test reports for the same.

iii. Suggesting Modifications, if any, due to the Site Conditions and submit the Recommendations along with Cost Variations on account of the same to the Employer for approval.

iv. Ensure Regular and Timely Flow of Approved Working Drawings / Instructions so that to complete the Works without any Delay on account of the same.

v. Verification and recommendation for Payment by the Employer of Contractor's Periodic or Stage wise Bills for the Work done and Material / Plant Advance, keeping Record of Joint Measurement of Work and Certification of the Bills that the Work is in accordance with the Design, Quality, etc. and maintain necessary Site Computerized Measurement Records and other Site Records, which shall be made available to the Employer for Verifications / Authentication if required by the Employer.

vi. Monitoring Progress by using Modern Methods of Control such as Computerized bar chart, Submission of Progress Reports of Work executed monthly. Reportsfor both Financial and Physical Progress with reference to Prefixed Targets shall be prepared.Constant Review of Progress within present time and Cost Parameters shall be done. The Consultant shall have to suggest Improvements from time to time. The Consultant shall inform the Employer about the Progress of the Project vis – a – vis PERT / CPM Controls on fortnightly basis.

vii. CompleteAdministrationandManagementofContracttillPeriodofcompletion.

viii. Coordination with other Contracting Agencies, the Agencies like KFD,KLCDA,KPWD,NHAI,TrafficPolice,GBA,BESCOM,BSNL,BWSSB,BMRCL, KPCL, BDA and any other Local Authorities, etc., which may be expected to be working in the same area.

ix. The Project Management Consultant shall be responsible for assessing, verifying and sending Replies to the Day to Day Issues raised by the Contractor during the Execution of Work or after Completion of the Work. However, in case of any Claims with Financial Implication, Approval of the Employer shall be obtained. Nothing Extra shall be paid to the Consultant for such Works.

### 5.3.2 CompletionStageandHandingover Stage

a. Obtain and submit all the Records from the Contractor and the Records of any Changes made in the Works during the Progress of Works and submit required number of Completion Reports and Completion Drawings for the Project.

b. Obtain Certification from Consultant / Contractor and submit "As Built Drawings" preparedbytheContractoratanAppropriateScaleindicatingtheDetailsof Works, Structure and Services duly authenticating and supply six (3) copies of As Built / Completion Drawings to the Employer.
c. Obtain from the Contractor and submit two (2) soft copies of the Complete Set of Drawings / Documents and two (2) copies of Drawings on Reproducible Paper for the Works executed to the Employer.
d. Verification of Work on its completion and issuing Completion Certificates (Virtualas well as Actual) for the Completed Works so that to enable the Employer torecord Completion of the Works.
e. Verification by taking and recording Joint Measurements of the Final Bill to be submitted bytheContractor,process,certifyandrecommendaspertheTerms and Conditions of the Contract Agreement for Release of Final Payment by the Employer and attend to the Observations / Queries raised while processing the same for Payments by the Employer.
f. The Project Management Consultant shall also submit necessary Information as required by the Employer for Finalization of Accounts and commit to continue till the Accounts are finalized at agreed upon Terms.
g. The Project Management Consultant shall maintain Complete Documentation and render all Technical Services as may in any way relate to or arise out of the Construction of the said Work as have been entrusted to the Project Management Consultant by the Employer. The Project Management Consultant shall furnish the Drawings and Details required for obtaining Statutory Approval / Approvals of the Employer or the Maintenance Agency appointed by the Employer for the said purpose, with respect to the Completed Works.
h. The Completed Worksshallbehandedoverbythe Project Management Consultant along with the Necessary Documentation in Pre-Determined Phases to the Employer or the Appointed Agency or any Allottee / Occupant authorized bythe Employer. The Consultant shall also promptly attend to any Defects /Deficiency noticed in the Completed Works within the Scope of Work of Execution without demur and get it rectified by the Construction Agency. Verification of Rectification Details, Supervision and Certification of the Rectification Works shallbe the Responsibility of the Project Management Consultant.

i. The Employer may deploy Third Party Consultant for Proof Checking of the work/Structure. The Project Management Consultant shall abide by theInstructions / Suggestions given by the Third-Party Consultant for the successful completion of the Project.

### 5.4 Reports andTimeSchedule

#### 5.4.1 Reports

The Consultant shall submit the Reports both in Hard and Soft Copies in English and in MS WORD / MS EXCEL Format and presented on Metric A4 Size Paper. Each of the Reports shall be presented to BDA as an Audio-Visual Presentation as and when requested.

#### 5.4.2 TheVariousOutputsrequiredfromtheWorkcarriedoutasstatedintheScopeof Services are as follows.

| Sl. No. | Description | SubmissioninTimefromthe Commencementof Services | No.of Copies |
|---|---|---|---|
| 1. | InceptionReportcoveringApproach andMethodology | 20th day fromtheStartDate | 1 |
| 2. | MonthlyProgressReport | 5th dayoftheeverymonth | 1 |
| 3. | Completion Report and Maintenance Manual | 30daysafterCompletionof the Works (Provisional Acceptance) | 1 |
| 4. | AsBuiltDrawingsfurnishedbythe Contractor | 45daysafterCompletionof the Works (Provisional Acceptance) | 1 |

### 5.5 KeyStaff Requirement

ItisexpectedthattheConsultant's TeamconsistsofthefollowingKey Staff.

- TeamLeadercumPlanning Engineer– 1No.
- QualityControlEngineer–1No.
- SiteEngineers 2Nos.

These Key Persons shall adequately be supported by the following Staffs based at Consultant's Office.

- ProjectCoordinator–1No.
- StructuralEngineer– 1No.
- QuantityandContractEngineer –1 No.
- Surveyor-1No.
- AUTOCAD DraftingPersonal–1 Nos.

### 5.6 Reviews

The Executive Engineer, EAST, Division, BDA shall make Periodic Reviews of the Progress of the Work but there are a number of Key Outputs, which will condition the Continuing Work. The Consultant shall also produce Working Papers on Important Issues asrequired by the Executive Engineer, EAST, Division, BDA.

### 5.7 StudyAdministration-NA

**5.8 Servicesduringthe DefectsLiabilityPeriod**

Duringthisperiod,theProjectManagementConsultantshallundertakethefollowing.

a. Inspect the Works prior to the Expiry of the Contractor's Defects Liability Period, Preparation of aFinalDeficiencyList,if required, Supervision ofRemedial Worksand Recommendation to the BDAup to the Date of the Final Inspection of Works.
b. Carry out Final Inspection of Works together with the Representatives of the BDA and the Construction Agency.
c. Prepare and assist BDA in issuing the Defects Liability Certificate and Completion Certificate.
d. Preparethe Final PaymentCertificate/Clearancecertificateto contractor

## SECTION 6

## CONTRACTFORCONSULTANT'SSERVICES

**Between**

**_____**

**[NameoftheEmployer]**

**and**

**_____**

**[NameofConsultants]**

**Date:**

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## I. FORM OF CONTRACT

ThisCONTRACT(hereinaftercalledthe"Contract")ismadethe_____dayofthemonthof _____,200____,between,ontheonehand,___(hereinaftercalledthe "Employer") and, on the other hand, _____(hereinafter called the "Consultants").
[*Note:IftheConsultantsconsistofmorethanoneentity,theaboveshouldbepartially amended to read as follows:
"..... (hereinaftercalledthe "Employer")and,ontheotherhand,a jointventure consisting of thefollowing entities, each of which will be jointly and severally liabletothe Employer for all the Consultants' obligations under this Contract, namely, _____and _____(hereinaftercalledthe"Consultants.")"]

WHEREAS

a. The Employer has requested Consultant to provide certain Consulting Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services").
b. The Consultant, having represented to the Employer that they have the required Professional Skills, and Personnel and Technical Resources, have agreed to provide the Services on the Terms and Conditions set forth in this Contract.

NOWTHEREFOREtheParties heretohereby agreeasfollows:

1. The following Documents attached hereto shall be deemed to form an Integral Part of this Contract.
   a. TheGeneralConditionsofContract(hereinaftercalled"GC");
   b. TheSpecialConditionsofcontract(hereinaftercalled"SC");
   c. ThefollowingAppendices:
      Appendix A: DescriptionoftheServices
      Appendix B: Reporting Requirements
      AppendixC: KeyPersonnel andSub consultants
      Appendix D: ServicesandFacilitiestobeprovidedbytheEmployer
      Appendix E: Breakdown of Contract Price
      AppendixF: FormofbankGuaranteeforAdvancepayments

[*Note:If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the Sheet attached hereto carrying the title of that Appendix.*]

2. The Mutual Rights and Obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:
   a. The Consultant shall carry out the Services in accordance with the Provisions of the Contract; and
   b. The Employer shall make Payments to the Consultant in accordance with the Provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be singed in their Respective Names as of the day and year first above written.

FORANDONBEHALFOF

[NAMEOFEMPLOYER]
By
(AuthorizedRepresentative)

FOR AND ON BEHALF OF
[NAMEOFCONSULTANT]
By
(AuthorizedRepresentative)

## II. GENERALCONDITIONS OFCONTRACT

### 1.0 GENERALPROVISIONS

### 1.1 Definitions

UnlesstheContextotherwiserequires,thefollowingTermswheneverusedinthis Contract have the following meanings:

a. "Applicable Law" means the Laws and any other Instruments having the Force ofLaw in India, as they may be issued and in force from time to time.
b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the Documents listed in Clause 1 of such signed Contract.
c. "Effective Date" means the Date on which this Contract comes into Force and Effect pursuant to Clause 2.1 of GC.
d. "Contract Price" means the Price to be paid for the Performance of the Services, in accordance with Clause 6 of GC.
e. "GC"meanstheGeneralConditionsofContract.
f. "Government"meanstheGovernmentofKarnataka.
g. "LocalCurrency"meansIndianRupees.
h. "Member", in case the Consultant consists of a Joint Venture of more than one Entity, means any of these Entities, and "Members" means all of these Entities; 'Member in Charge' means the Entity specified in the SC to act on their behalf in exercising all the Consultant's Right and Obligations towards the Employer underthis Contract.
i. "Party" means the Employer or the Consultant, as the case may be, and Parties means both of
them.
j. "Personnel" means Persons hired by the Consultant or by any Sub Consultant as Employees and assigned to the Performance of the Services or any part thereof; and 'Key Personnel' means the Personnel referred to in Clause 4.2 (a) of GC.
k. "SC" means the Special Conditions of Contract by which these General Conditions of Contact may be amended or supplemented.
l. "Services" means the Work to be performed by the Consultants pursuant to this Contract as described in Appendix A.
m. "Sub Consultant" means any Entity to which the Consultant subcontracts any Part of the Services in accordance with the provisions of Clauses 3.5 and 4.
n. 'Third party" means any Person or Entity other than the Government, the Employer, the Consultant, or a Sub Consultant.

**1.2 LawGoverningtheContract**

This Contract, its Meaning and Interpretation, and the Relation between the Partiesshall be governed by the Applicable Law.

**1.3 Language**

This Contract has been executed in English Language, which shall be the Binding and Controlling Language for all Matters relating to the Meaning or Interpretation of the Contract.

**1.4 Notices**

Any Notice, Request or Consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or fax to such Party at the address specified in the SC.

**1.5 Location**

TheServicesshallbeperformedatsuchLocationsasarespecifiedinAppendixA

**1.6 AuthorizedRepresentatives**

Any Action required or permitted to be taken, any Document required or permitted to be executed, under this Contract by the Employer or the Consultant may be taken or executed by the Officials specified in the SC.

**1.7 TaxesandDuties**

**The Consultant, and their Personnel shall pay such Taxes, Duties, Fees and other Impositions as may be levied under the Applicable Law. However Employer will pay the Goods and Service Tax at prevailing rates**

**2.0 Commencement,Completion,ModificationandTerminationof Contract**

**2.1 Effectivenessof Contract**

This Contract shall come into Effect either on the Date when the Contract is signed by both the Parties or on such other Date as may be stated in the SC.

**2.2 Commencementof Services**

The Consultant shall begin carrying out the Services within seven (7) days after the Date the Contract becomes Effective, or at such other Date as may be specified in the SC.

**2.3 ExpirationofContract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the Completion of Project.

**2.4 Modification**

Modification of the Terms and Conditions of this Contract, includingany Modification of the Scope of the Services or of the Contract Price, may only be made by Written Agreement between the Parties.

## 2.5 Force Majeure

### 2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an Event which is beyond the reasonable Control of a Party, and which makes a Party’s Performance of its Obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### 2.5.2 NoBreachofContract

The Failure of a Party to fulfil any of its Obligations under the Contract shall not be considered to be a Breach of, or Default under this Contract so far as such Inabilityarises from an Event of Force Majeure, provided that the Party affected by such anevent (a) has taken all Reasonable Precautions, Due Care and Reasonable Alternative Measures in order to carry out the Terms and Conditions of this Contract, and (b) has informed the other Party as soon as possible about the Occurrence of such an Event.

### 2.5.3 ExtensionofTime

Any Period, withinwhich aPartyshall, pursuant tothis Contract, completeany Actionor Task, shall be extended for a Period equal to the time during which such Party was unable to perform such Action as a Result of Force Majeure.

### 2.5.4 Payments

During the Period of their Inability to Perform the Services as a Result of an Event of Force Majeure, the Consultant shall be entitled to continue to be paid under the Terms of this Contract, as well as to be reimbursed for Additional Costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 2.6 Suspension

The Employer may by Written Notice of Suspension to the Consultants, suspend all Payments to the Consultant hereunder if the Consultant fail to perform any of his Obligations under this Contract, including the carrying out of the Services, provided that suchNotice of Suspension(i) shall specify theNature of the Failure, and(ii)shall request the Consultant to remedy such Failure within a period not exceeding thirty (30) days after receipt by the Consultant of such Notice of Suspension.

## 2.7 Termination

### 2.7.1 Bythe Employer

The Employer may terminate this Contract, by not less than thirty (30) days’ Written Notice of Termination to the Consultants, to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the Event referred to in (e).

a. If the Consultant does not remedy a Failure in the Performance of his Obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Employer may have subsequently approved in writing.

b. IftheConsultant(oranyoftheirMembers)becomesinsolvent orbankrupt.
c. If,astheresultofForceMajeure,theConsultantisunabletoperformaMaterial Portion of the Services for a period of not less than sixty (60) days ; or
d. IftheConsultant,intheJudgmentoftheEmployerhasengagedinCorruptorFraudulent Practices in competing for or in executing the Contract.

**ForthepurposeofthisClause**

i. "Corrupt Practice" means the Offering, Giving, Receiving or Soliciting of anything ofvalueto influence the Action of a Public official in the selection process or in contract execution.

ii. "Fraudulent Practice" means a Misrepresentation of Facts in order to influence a Selection Process or the Execution of a Contract to the detriment of the Employer, and includes Collusive Practice among Consultants (prior to or after Submission of Proposals) designed to establish Prices at Artificial, Non CompetitiveLevelsandtodeprivetheEmployerof theBenefitsof FreeandOpen Competition.

e. IftheEmployer,initssolediscretionandforanyReasonwhatsoever,decidesto terminate this Contract.

**2.7.2 Bythe Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days' Written Notice to the Employer, such Notice to be given after the Occurrence of any of the Events specified in Paragraphs (a) through(c) of this Clauses 2.7.2.

a. If the Employer fails to pay any monies due to the Consultant pursuant to this ContractandnotsubjecttoDisputepursuanttoClause7.0hereofwithinfortyfive (45) days after receiving Written Notice from the Consultant that such Payment is overdue.
b. If the Employer is in Material Breach of its Obligations pursuant to this Contract and has not remedied the same with in forty five (45) days (or such longer period as the Consultant may have subsequently approved in Writing) following the Receiptbythe Employer of the Consultant's Notice specifying such Breach.
c. If, as the Result of Force Majeure, the Consultant is unable to perform a Material Portion of the Services for a Period of not less than sixty (60 )days.

**2.7.3 CessationofRightsand Obligations**

Upon Termination of this Contract pursuant to Clause 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all Rights and Obligations of the Parties hereunder shall cease except

i. Such Rights and Obligations as may have occurred on the Date of Termination or Expiration.
ii. TheObligation of ConfidentialitysetforthinClauseGC 3.3hereof.
ii. AnyRightwhichaPartymayhaveundertheApplicableLaw.

**2.7.4 CessationofServices**

Upon Termination of this Contract by Notice of either Party to the other pursuant to Clause GC 2.7.1 or GC 2.7.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all Necessary Steps to bring the Services to a close in a prompt and orderly manner and shall make every Reasonable Effort to keep Expenditures for this purpose to a minimum. With respect to Documents prepared by the Consultant and Equipment and Materials furnished by the Employer, the Consultant shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

**2.7.5 PaymentuponTermination**

Upon Termination of this Contract pursuant to Clauses 2.7.1 and 2.7.2, the Employer shall make the following payments to the Consultant.

a. Remuneration pursuant to Clause 6.0 for Services satisfactorily performed prior to the Effective Date of Termination.
b. Except in the case of Termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, Reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

**3.0 ObligationsoftheConsultant**

**3.1 General**

The Consultant shall perform the Services and carry out his Obligations hereunder with all due Diligence, Efficiency and Economy, in accordance with generally accepted Professional Techniques and Practices, and shall observe Sound Management Practices, and employ Appropriate Advanced Technology and Safe Methods. The Consultant shall always act, in respect of any Matter relating to this Contract or to the Services, as Faithful Advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub Consultants or Third Parties.

**3.2 ConflictofInterests**

**3.2.1 ConsultantnottobenefitfromCommissions,Discounts, etc.**

The Remuneration of the Consultant pursuant to Clause 6.0 shall constitute the Consultant's Sole Remuneration in connection with this Contract or the Services, and the Consultant shall not accept for his own benefit any Trade Commission, Discount or similar Payment in connection with Activities pursuant to this Contract or to the Services or in the Discharge of their Obligations under the Contract, and the Consultants shall use their best Efforts to ensure that the Personnel, any Sub Consultants, and Agents of either of them, similarly shall not receive any such Additional Remuneration.

**3.2.2 ProcurementRulesof Funding Agencies**

If the Consultant, as part of the Services, have the Responsibility of advising the Employer on the Procurement of Goods, Works or Services, the Consultant shall comply with any Applicable Procurement Guidelines of the Funding Agencies and shall at all times exercise such Responsibility in the best interest of the Employer. Any Discounts or Commissions obtained by the Consultant in the exercise of such Procurement Responsibility shall be for the Account of the Employer.

**3.2.3 ConsultantandAffiliatesnottoengageincertain Activities**

The Consultant agrees that, during the Term of this Contract and after its Termination, the Consultant and his Affiliates, as well as any Sub Consultant and any of its Affiliates, shall be disqualified from providing Goods, Works or Services (other than the Services andany Continuation thereof) for any Project resulting from or closely related to the Services.

**3.2.4 ProhibitionofConflicting Activities**

Neither the Consultant nor his Sub Consultants nor the Personnel shall engage, either directlyor indirectly, in any of the following Activities.

a. During the Term of this Contract, any Business or Professional Activities in the Government's Country which would conflict with the Activities assigned to himunder this Contract; or
b. After the Termination of this Contract, such other Activities as may be specified in the SC.

**3.3 Confidentiality**

The Consultant, his Sub Consultants, and the Personnel of either of them shall not,either during the Term or within two (2) years after the Expiration of this Contract, disclose any Proprietary orConfidential Information relating tothe Project,theServices, this Contract, or the Employer's Business or Operations without the Prior Written Consent of the Employer.

**3.4 InsurancetobetakenoutbytheConsultant**

The Consultants (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain at their (or the Sub Consultant's, as the case may be) own costbuton terms andconditions approvedbytheEmployer,Insuranceagainst theRisks,and for the Coverage, as shall be specified in the SC; and (b) at the Employer's Request, shall provide evidence to the Employer showing that such Insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Consultant'sActionsrequiringEmployer'sPriorApproval**

The Consultant shall obtain the Employer's Prior approval in Writing before taking anyof the following Actions.

a. Entering into a Subcontract for the Performance of any Part of the Services, it being understood (i) that the Selection of the Sub Consultant and the Terms andConditions of the Subcontract shall have been approved in Writing by the Employer prior to the Execution of the Subcontract, and (ii) that the Consultant shall remain fully Liable for the Performance of the Services by the Sub Consultant and its Personnel pursuant to this Contract.
b. Appointing such Members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub Consultants"), and
c. AnyotherActionthatmaybespecifiedinthe SC.

**3.6 ReportingObligations**

The Consultant shall submit to the Employer the Reports and Documents specified in Appendix B in the Form, in the Numbers, and within the Periods set forth in the said Appendix.

**3.7 DocumentspreparedbytheConsultanttobethePropertyoftheEmployer**

All Plans, Drawings, Specifications, Designs, Reports and other Documents and Software submitted by theConsultant inaccordancewith Clause3.6shall becomeandremainthe Property of the Employer, and the Consultant shall, not later than upon Termination or Expiration of this Contract, deliver all such Documents and Software to the Employer, together with a Detailed Inventory thereof. The Consultant may retain a Copy of such Documents and Software. Restrictions about the future use of these Documents, if any, shall be specified in the SC.

**3.8 EquipmentandMaterialsfurnishedbytheEmployer**

Equipment and Materials made available to the Consultant by the Employer or purchased by the Consultant withFunds provided by the Employer shall be the property oftheEmployerandshallbemarkedaccordingly. UponTerminationorExpiration ofthis Contract, the Consultant shall make available to the Employer in accordance with the Employer's Instructions. While in possession of such Equipment and Materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the Expense of the Employer in an amount equal to their Replacement Value.

**4.0 Consultant's PersonnelandSubConsultants**

**4.1 DescriptionofPersonnel**

The Titles, Agreed Job Descriptions, Minimum Qualifications and Estimated Periods of Engagement in carrying out of the Services of the Consultant's Key Personnel are describedinAppendixC.TheKey Personnel andSubConsultantslistedbyTitleaswellas by Name in Appendix C are hereby approved by the Employer.

**Removaland/orReplacementofPersonnel**

a. Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If for any Reason beyond the Reasonable Control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall forthwith provide as a Replacement a Person of Equivalent or Better Qualifications.
b. If the Employer finds that any of the Personnel have (i) committed Serious Misconduct or has been charged with having committed a Criminal Action, or (ii) have Reasonable Cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the Employer's Written Request specifying the Grounds therefore, forthwith provide as a Replacement a person with Qualifications and Experience acceptable to the Employer.
c. TheConsultantshall havenoClaimforAdditional Costs arising outof orincidental to any Removal and / or Replacement of Personnel.

**5.0 ObligationsoftheEmployer**

**5.1 AssistanceandExemptions**

Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the Government shall

a. Issue to Officials, Agents and Representatives of the Government all such Instructions as may be Necessary or Appropriate for the Prompt and Effective Implementation of the Services.
b. Assist the Consultant and the Personnel and any Sub consultants employed by the Consultants for the Services from any Requirement to register or obtain any Permit to practice their Profession or to establish themselves either individually or as a Corporate Entity according to the Applicable Law.
c. Provide to the Consultant, Sub Consultants and Personnel any such other Assistance as may be specified in the SC.

**5.2 ServicesandFacilities**

The Employer shall make available to the Consultant and its Personnel, for the Purposes of the Services and Free of any Charge, the Services, Facilities and Property described in Appendix D at the time and in the manner specified in said Appendix D, provided that if such Services, Facilities and Property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any Time Extension that it may be appropriate to grant to the Consultant for the Performance of the Services, (ii) the Manner in which the Consultant shall procure any such Services, Facilities and Property from other Sources, and (iii) the Additional Payments, if any, to be made to the Consultants as a result thereof.

**6.0 PaymenttotheConsultant**

**6.1 LumpSum Remuneration**

The Consultant's Total Remuneration shall not exceed the Contract Price and shall be a Fixed Lump Sum including all Staff Costs, Sub Consultants' Costs, Printing, Communications, Travel, Accommodation, and the like, and all other Costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to Additional Payments in accordance with Clause 2.4.

**6.2 ContractPrice**

TheContractPriceissetforthintheSC.

**6.3 PaymentforAdditionalServices**

ForthePurpose ofDetermining theRemunerationdueforAdditionalServicesas may be agreed under Clause 2.4, a Breakdown of the Lump Sum Price is provided in Appendices D and E.

**6.4 Termsand ConditionsofPayment**

Payment will be made to the Account of the Consultant and according to the Payment Schedule stated in the SC unless otherwise stated in the SC, the First Payment shall be made against the provision by the Consultant of a Bank Guarantee for the sameamount, and shall be valid for the Period stated in the SC. Any other Payment shall be made after the Conditions listed in the SC for such Payment have been met, and the Consultant has submitted an Invoice to the Employer specifying the amount due.

**6.5 InterestonDelayedPayments**

Deleted.

**7.0 SettlementofDisputes**

**7.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all Disputes arising out of or in connection with this Contract or its Interpretation.

**7.2 DisputeSettlement**

Any Dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after Receipt by one Party of theother Party's request for such Amicable Settlement may be submitted by either partyfor Settlement in accordance with the Provisions specified in the SC

## III. SPECIAL CONDITIONSOFCONTRACT

**GCClause Reference**

1.1 (h)] TheMemberinChargeisExecutiveEngineer, EASTDivision, BDA

1.4] TheAddressesare:

**Employer** :

Attention : _____
Telex : _____
Fax : _____
E–mail : _____

**Consultant** : _____
_____
_____

Attention : _____
Telex : _____
Fax : _____
E–mail : _____

Noticeshall be deemed tobeeffectiveas follows:

a. Inthecaseof Personal Delivery or RegisteredMail, on delivery.
b. Inthecaseof Telex/E–mail, 24hours followingConfirmed Transmission.
c. InthecaseofTelegrams,24hoursfollowingConfirmedTransmissionand
d. InthecaseofFacsimiles,24hoursfollowingConfirmed Transmission.

1.6] TheAuthorizedRepresentativesare:

Forthe Employer:

Forthe Consultant:

1.7] TheConsultant andits Personnelshallpay theTaxes,Duties,Fees, Levies and other Impositions levied under the Existing, Amended or Enacted Laws during the Life of this Contract and the Employer shallperformsuchDutiesinregardtotheDeductionof suchTaxes as may be lawfully imposed.

However,theConsultancyGoodsandServiceTaxpayableforthisConsultancyServicesshallbe paid/reimbursedbytheEmployerseparatelyasperttheprevailing rate.

2.1] TheDateonwhichthisContractshallcomeintoEffectis:The Date of Agreement.

2.2] CommencementofServicesshallbe asmentionedintheGC.

2.3] ExpirationofContractshallbeattheendofDefectLiabilityPeriod.

5.1 (c)] Deleted.

6.2] The Amount of Contractis Rs._____.

**6.4] Payment Schedule**

**Consultancy fee will be paidat anagreedamount. Payment tothe consultant shall be done in proportion to the Physical &financial progress achieved by the construction agency. No additional payment for consultancy job ispermissible for extended period of contract and the lump sum fee quoted shall be final and inclusive of work during the extended period and services during defect liability period. For the purpose of consultancy fee payment, the quoted lump sum amount shall be Exclusive of Goods and Service Tax which shall be paid at prevailing rate.**

The Payment shall be made within 60 days of Receipt of the Invoice and within 90 days in the case of the Final Payment.

7.2]DisputesshallbesettledbyArbitrationinaccordancewiththefollowingprovisions.

7.2.1]Selection of Arbitrators

Each Dispute submitted by a Party to Arbitration shall be heard by a Sole Arbitrator oran Arbitration Panel composed of three Arbitrators, in accordance with the following provisions.

a. Where the Parties agree that the Dispute concerns a Technical Matter, they may agree to appoint a Sole Arbitrator or, failing Agreement on the identity of such Sole Arbitratorwithin thirty(30)daysafterReceiptbytheotherPartyof theProposal ofa Name for such an Appointment by the Party who initiated the Proceedings, either Party may apply to the President, Institution of Engineers India, New Delhi; the President, Indian Road Congress (Roads and Bridge Works), New Delhi, for a List of not fewer than five Nominees and, on receipt of such list, the Parties shallalternately strike names there from, and the Last Remaining Nominee on the list shall be the Sole Arbitrator for the Matter in Dispute. If the Last Remaining Nominee hasnot beendeterminedin this mannerwithinsixty(60) daysof theDateoftheList, the President, Institution of Engineers India, New Delhi; the President, Indian Road Congress(RoadsandBridgeWorks),NewDelhishallappoint,upontheRequestof

either Party and from such List or otherwise, a Sole Arbitrator for the matter in dispute.

b. Where the Parties do not agree that the Dispute concerns a Technical Matter, the Employer and the Consultant shall each appoint one Arbitrator and these two Arbitrators shall jointly appoint a Third Arbitrator, who shall chair the Arbitration Panel. If the Arbitrators named by the Parties do not succeed in appointing a Third Arbitrator within thirty (30) days after the latter of the Two Arbitrators named bythe Parties have been appointed, the Third Arbitrator shall, at the Request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

c. If in a Dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its Arbitrator within thirty (30) days after the other Party has appointed its Arbitrator, the Party which has named an Arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a Sole Arbitrator for the Matter in Dispute, and theArbitrator appointedpursuanttosuchApplicationshallbetheSoleArbitratorfor the Dispute.

7.2 .2Rules ofProcedure

Arbitration Proceedings shall be conducted in accordance with the Procedure of the Arbitration and Conciliation act 1996, of India.

7.2.3 SubstituteArbitrators

If for any reason an Arbitrator is unable to perform his Function, a Substitute shall be appointed in the same manner as the Original Arbitrator.

7.2.4 Qualificationsof Arbitrators

TheSoleArbitratorortheThirdArbitratorappointedpursuanttoParagraphs(a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized Legal or Technical Expert with Extensive Experience in relation to the Matter in Dispute.

7.2.5 Miscellaneous

InanyArbitrationproceedinghereunder

(a) Proceedingsshall,unless otherwise agreedbythe Parties,beheldinBengaluru.

(b) TheDecision of theSole Arbitrator or of aMajority of theArbitrators (or of the Third Arbitrator if there is no such Majority) shall be final and binding and shall be enforceable in any Court of Competent Jurisdiction, and the Parties hereby waiveany Objections to or Claims of Immunity in respect of such Enforcement.

**APPENDICES**

**AppendixA: DescriptionoftheServices**

[Give Detailed Descriptions of the Services to be provided, Dates for Completion of Various Tasks, Place of Performance for different Tasks, Specific Tasks to be approved by Employer, etc.]

**AppendixB: ReportingRequirements**

[List Format, Frequency, Contents of Reports and Number of Copies; Dates of Submission, etc. If no Reports are to be submitted, state here "Not Applicable"]

**AppendixC: KeyPersonnel andSub Consultants**

[List hereunder:

C – 1 Titles[andNames,ifalreadyavailable],DetailedJobDescriptionsandMinimum Qualifications, Experience of Key Personnel to be assigned to Work and Staff Months for each.

C – 2 ListofApprovedSubConsultants[ifalreadyavailable];sameInformationwithrespectto their Personnel as in C – 1 through C – 2.

**AppendixD: ServicesandFacilities tobeprovidedbytheEmployer**

[List hereunder:

F –1 Services,FacilitiesandPropertytobe madeavailabletotheConsultantbytheEmployer.

**AppendixE: Breakdownof ContractPrice inIndian Rupees**

ListtheretheElements ofCostusedtoarriveattheBreakdownoftheLumpSum Price.

1. MonthlyRatesforLocalPersonnel (KeyPersonnelandotherPersonnel).

2. ReimbursableExpenditures.

Thisappendixshallexclusivelybeusedfordeterminingremunerationfor AdditionalServices